

ing, but it must appear, that the party could not have known them by use of reasonable diligence, for any laches or negligence in this respect, destroys the title to relief.

The imperfection in an original bill rendering a supplemental bill necessary, may arise either from the *importance* of the omitted fact not being previously understood, or from the fact itself not having come to the knowledge of the party until after the bill was filed.

But, a party will not be allowed to file a supplemental bill *in the nature of a bill of review*, upon the ground that the importance of newly discovered evidence, was not understood until the decree had passed, when such evidence was known to him, or might have been known, by the use of reasonable diligence, in time to be used when the decree passed.

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[The proceedings originated on the equity side of Baltimore County Court, and were removed to this court upon suggestion, on the 12th of November, 1850.]

The allegations of the bill and the facts of the case are fully stated in the opinion. Before the hearing, the defendant filed, among others, the following exceptions to the bill, and the averments therein, as defective and insufficient :

1st. Because there is no averment in said bill of the insolvency of the defendant, or of any impediment or obstacle in the way of a full, complete and adequate remedy at law for any breach of the covenant set forth in the contract exhibited with the bill.

2d. Because there is no ground of equitable interposition set forth in the bill.

3d. Because, from the bill, it appears that there is a plain and adequate remedy at law for the supposed grievances set out in said bill.

4th. Because the bill does not set forth or aver the exhaustion of the legal remedies of the complainants, so as to entitle them to proceed as upon an equitable lien for the purchase money, or any part thereof.

5th. Because the bill does not profess or claim to rescind the contract, for any alleged fraud or other cause.]

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THE CHANCELLOR :

This case having been fully and ably argued by the counsel of the parties, has been carefully considered by the court.